

EXHIBIT “D”

Wayne Berry

P.O. Box 1029
Haleiwa, Hawaii 96712
(808) 638-1125

INVOICE

No. 2727

Invoice Date

11/27/95

Bill To:	Service Site:
Atlantic Pacific International, Inc	Same
3049 Ualena Street	
Suite 715	
Honolulu, Hawaii 96819	
(808) 831-9100	

Description	Amount
<p>CUSTOM SOFTWARE MODULES (USER LICENSE ONLY - NO SOURCE CODE): DATABASE USER INTERFACE REPORTS COMMUNICATIONS SECURITY EDI INTERFACE</p> <p>APPLICATION: FREIGHT / LOGISTICS / OCEAN CONTAINER SHIPPING PO, BOOKINGS, TRACKING, AUDITING, A/R, A/P, CLAIMS AND SCHEDULING</p> <p>TERMS AND CONDITIONS: THIS IS NOT "WORK MADE FOR HIRE". WAYNE BERRY ASSUMES FULL RESPONSIBILITY FOR PROVIDING A FUNCTIONALLY ACCEPTABLE SYSTEM TO API. AT ANY TIME, SHOULD API FEEL THAT WAYNE BERRY IS NOT PROVIDING AN ACCEPTABLE LEVEL OF SERVICE, API IS REQUIRED TO NOTIFY WAYNE BERRY BY CERTIFIED MAIL TO THE ABOVE ADDRESS. IF WAYNE BERRY DOES NOT CORRECT THE DEFICIENCY WITHIN 30 DAYS, WAYNE BERRY WILL FORFIT ANY CLAIM TO PROCEEDS FROM THIS INVOICE / CONTRACT. IF WAYNE BERRY DECIDES TO DISCONTINUE WORK ON THIS PROJECT, HE WILL FORFIT ALL PROCEEDS FROM THIS INVOICE / CONTRACT AND HE SHALL TURN OVER ALL SOURCE CODE AND RIGHTS TO THIS CUSTOM SOFTWARE TO API OR THEIR ASSIGN. WAYNE BERRY RETAINS ALL RIGHTS TO INTELLECTUAL PROPERTY CREATED WITHIN THE SCOPE OF THIS PROJECT. THIS INVOICE WILL BECOME DUE AND PAYABLE WHEN ONE OF TWO EVENTS OCCUR:</p> <ol style="list-style-type: none"> 1. API ACHIEVES AN ANNUAL GROSS SALES OF \$20 MILLION DOLLARS. AT WHICH TIME WAYNE BERRY SHALL RECEIVE 10% OF THE TOTAL OUTSTANDING SHARES OF API AS FULL AND COMPLETE COMPENSATION FOR THIS INVOICE. 2. API IS SOLD OR CEASES TO DO BUSINESS. AT WHICH TIME WAYNE BERRY SHALL RECEIVE \$2 MILLION DOLLARS AS FULL AND COMPLETE COMPENSATION FOR THIS INVOICE. <p>I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF THIS INVOICE:</p>	<p>\$ 2,000,000.00</p>
SIGNATURE	
JACK BORJA	
PRINT NAME	
PRESIDENT	
TITLE	
JANUARY 15, 1996	
DATE	

Berry v Hawaiian Express Plaintiff Exhibit 2

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